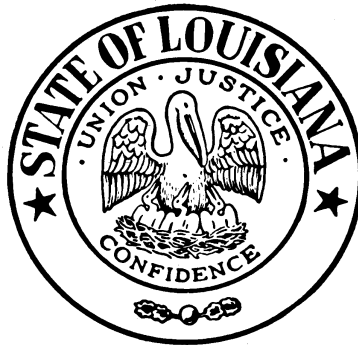


# **REQUEST FOR PROPOSAL**

**Collection of Adult Offender Legally Mandated Fees and  
Telephone Reporting for the  
Louisiana Department of Public Safety & Corrections,  
Corrections Services  
Division of Probation and Parole**



**File Number: B 3000015630 P**

**Solicitation Number: 3000015630**

**Proposal Opening Date: September 29, 2020**

**Proposal Opening Time: 10:00 AM CT**

**State of Louisiana  
Office of State Procurement**

**August 18, 2020**

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**REQUEST FOR PROPOSAL  
FOR  
COLLECTION OF ADULT OFFENDER LEGALLY MANDATED FEES  
AND TELEPHONE REPORTING FOR  
THE LOUISIANA DEPARTMENT OF PUBLIC SAFETY &  
CORRECTIONS, CORRECTIONS SERVICES, DIVISION OF  
PROBATION AND PAROLE (DPP)**

**PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

**1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 from bona fide, qualified Proposers who are interested in providing the collection of payments from adult offenders who owe fines, fees, and/or restitution to victims; distribution of those payments to victims or other parties; posting of payments to offender accounts; and a service of telephone reporting as another means of supervision of adult offenders.

**1.2 Background**

The Division of Probation and Parole (“DPP” or “Division”) is an agency of the Louisiana Department of Public Safety and Corrections ( “DPS&C” or “Department”). The Division is responsible for the community supervision of probation and parole offenders. The Division is seeking a contract with a company to collect payments and disperse payments from adult offenders who owe fines, fees, and/or restitution. Also, the Division is seeking a telephone reporting system that will be designed to supervise low level of offenders who are on minimum and medium supervision. The Division currently has more than 55,000 offenders on community supervision. Nearly all of these offenders will be making some type of monetary payments through the DPP. There are twenty-one (21) individual district offices (see **Attachment A**) that set up collection accounts on offenders. Annual collections are estimated to be approximately twenty-three million dollars (\$23,000,000) annually.

This is a no cost contract to the State. The DPS&C will not pay any payments to the Contractor for these services. All payments to the Contractor for collections and telephone reporting will come from the offender payments. Many offenders pay multiple fines, fees or restitution to victims. The Department will provide the Contractor with information detailing what the offender owes, the name of payee, and any monthly payment schedule. In the case of multiple payees, the Department will determine who will be paid first and provide a payment schedule to the Contractor. The Contractor will disperse payments to all payees designated by the Department.

### 1.3 Goals and Objectives

The DPP desires to contract with a company that will actively collect all payments from offenders, distribute payments to victims or other parties, post payments to offender accounts, monitor payments and arrears, and report monthly the status of each offender's account.

The DPP desires to contract with a company that will monitor supervision of offenders through Telephone Reporting. Offenders will be instructed as to how often they must call in.

### 1.4 Term of Contract

The term of any contract resulting from this solicitation shall be for an initial period of twelve (12) months to begin on or about January 1, 2021 and to end December 31, 2021, unless otherwise terminated in accordance with the termination provisions of the Contract. At the option of the State of Louisiana and acceptance of the Contractor, the contract may be extended for four (4) additional twelve (12) month periods at the same prices, terms, and conditions. Total contract time may not exceed sixty (60) months.

### 1.5 Definitions

- A. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of the State of Louisiana authorized to participate in any contract resulting from this RFP.
- B. Contract – A legal binding agreement between the State and the awarded Contractor(s).
- C. Contractor – Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.
- D. Department – Louisiana Department of Public Safety and Corrections.
- E. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- F. Division – Division of Probation and Parole
- G. May - The term denotes an advisory or permissible action per La. R.S. 39:1556(33).
- H. Medium Supervision – Middle level of supervision required per offender.
- I. Minimum Supervision – Least amount of supervision required per offender.
- J. Must - The term denotes mandatory requirements.
- K. Officers – Individuals commissioned by Peace Officer Standard Training.
- L. Price Schedule – also known as Fee Schedule

- M. Proposal – A submission by the Proposer to enter into a Contract with the State to supply and support the products and/or services described, in accordance with the RFP specifications.
- N. Proposer – A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.
- O. Shall – The term denotes mandatory requirements per La. R.S. 39:1556(52).
- P. Should – The term denotes a desirable action.
- Q. State- The State of Louisiana.
- R. Transaction – A transaction will consist of one (1) payment by an offender in the form of a money order, cashier's check, credit card, etc. The one (1) payment may consist of monthly payments to one (1) or more payees. Example: An offender gets one (1) money order for \$300 and has three (3) victims that he owes \$100 each per month.

### 1.5.1 Acronyms

- A. DOA – Division of Administration
- B. DPP – Division of Probation and Parole
- C. DPS&C or DOC – Department of Public Safety and Corrections
- D. OSP – Office of State Procurement
- E. RFP – Request for Proposal
- F. SFTP – Secure File Transfer Process

### 1.6 Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP posted to LaPAC; and Blackout Period begins	August 18, 2020	
2. Deadline to receive written inquiries	September 1, 2020	
3. Deadline to answer written inquiries	September 15, 2020	
4. Proposal Opening Date (Proposal Submission Deadline)	September 29, 2020	10:00 AM
5. Oral discussions with Proposers, if applicable	To be scheduled	
6. Best and Final Offer with Proposers, if applicable	To be scheduled	

- |   |                 |
|---|-----------------|
| 7. Notice of Intent to Award to be issued | To be scheduled |
| 8. Contract Initiation                    | To be scheduled |

**NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.**

## **1.7 Proposal Submittal**

This RFP is available in electronic form at the LaPAC website <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Procurement. Contact information for the RFP Contracting Officer is provided in **Section 1.12.2** of this RFP.

It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to submit a response to this Request for Proposal.

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to the Office of State Procurement physical location.

Proposals may be mailed through the U. S. Postal Service to the Office of State Procurement box at:

Office of State Procurement  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Office of State Procurement. The Office of State Procurement must receive the proposal at its physical location by the date and time specified in **Section 1.6 Schedule of Events**, of this RFP.

**Important - - Clearly mark outside of envelope, box or package with the following information and format:**

- X **Proposal Name: Collection of Adult Offender Legally Mandated Fees and Telephone Reporting**
- X **File Number: B 3000015630 P, Solicitation Number: 3000015630**
- X **Proposal Opening Date and Time: September 29, 2020 10:00 AM CST**

**OR**

Proposals may be delivered by hand or courier service to the Office of State Procurement physical location at:



Office of State Procurement  
Claiborne Building  
1201 North 3<sup>rd</sup> St.  
Suite 2-160  
Baton Rouge, LA 70802

**Important - - Clearly mark outside of envelope, box or package with the following information and format:**

- \* **Proposal Name: Collection of Adult Offender Legally Mandated Fees and Telephone Reporting**
- \* **File Number: B 3000015630 P, Solicitation Number: 3000015630**
- \* **Proposal Opening Date and Time: September 29, 2020 10:00 AM CT**

Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Procurement physical location. The Office of State Procurement is not responsible for any delays caused by the Proposer's chosen means of proposal delivery. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**OR**

Proposals may also be submitted online by accessing the link on page one (1) of the Request for Proposal.

**NOTE:** Proposers who choose to respond this Request for Proposal online via the vendor portal are encouraged to not submit a written proposal as well.

Proposers are hereby advised that due to the nature of the internet, the State of Louisiana cannot guarantee that access to the LaGov or LaPAC websites will be uninterrupted or that e-mails or other electronic transmissions will be sent to you or received by us. The Office of State Procurement is not responsible for any delays caused by the proposer's choice to submit their proposal online. Proposers is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

All proposals shall be received by the Office of State Procurement **no later than the date and time shown in the Schedule of Events.**

**NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.**

**PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.**

## 1.8 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should be submitted on the Proposer's official business letterhead and should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

**ATTENTION:** Please indicate in the Cover Letter which of the following applies to the signer of the proposal. Evidence of signature authority shall be provided upon the State's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Office of State Procurement before contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents should be attached to the Cover Letter.**
3. The Proposer has filed with the Secretary of State an affidavit **or** resolution **or** other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Procurement before contract award.**
4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Procurement.

The cover letter should also:

- Identify the submitting Proposer and provide their federal tax identification number;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. **Table of Contents:** Organized in the order cited in the format contained herein.

- C. **Proposer Qualifications and Experience:** History and background of Proposer, personnel qualifications, financial strength and stability, related services provided to government entities, existing customer satisfaction, volume of merchants, etc. (i.e. knowledge of RFP requirements, collection requirements, telephone reporting requirements, reporting, innovative concepts)
- D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements, including Data Synchronization, Call center Procedures, Call Reporting Procedures, as well as a detailed Disaster Recovery Plan. The Proposer's proposal response should give detailed responses to all the requirements and not just include a response of Yes and/or No.
- E. **Project Schedule:** Detailed schedule of Project implementation plan for full statewide or agency implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- F. **Financial Proposal:** This is a no cost contract to the State. All payments to the Contractor for Collections and Telephone Reporting will come from the offender payments. The DPS&C will not pay any payments to the Contractor for their services; however, the Contractor will be allowed to charge a fee to the offender. Proposer's fees and other costs, if any, shall be submitted in accordance with **Attachment D: Fee Schedule** of this RFP. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State.

NOTE: Collections – Proposer's Fee per transaction must be inclusive of all costs required to meet the Collection Services requirements of this RFP.

NOTE: Telephone Reporting – Proposer's monthly fee must be inclusive of all costs required to meet the Telephone Reporting requirements of this RFP.

**The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as "FINANCIAL PROPOSAL".**

## **1.9 Number of Response Copies**

Each Proposer shall submit one (1) signed original response. An electronic or digital signature is acceptable. A scanned signature is acceptable.

### **For online submission:**

Each Proposer shall submit one (1) signed, searchable original response in .pdf format. The signed, searchable original technical response should be provided as one (1) file and the financial response should be submitted as a separate file.

Each Proposer should submit the following:

- One (1) redacted copy of proposal in .pdf format, if applicable (See **Section 1.11** of this RFP). The redacted copy should be provided as one (1) file.

#### **For hard copy submission:**

Each Proposer should submit the following:

- Six (6) additional copies of the proposal
- One (1) redacted copy of proposal, if applicable (See **Section 1.11 Confidential Information, Trade Secrets, and Proprietary Information** of this RFP)
- One (1) “searchable” electronic copy of proposal on two (2) separate USB flash drives. The searchable electronic copy should be provided as one (1) file.
- One (1) electronic redacted copy of proposal on a USB flash drive, if applicable (See **Section 1.11 Confidential Information, Trade Secrets, and Proprietary Information** of this RFP). The electronic redacted copy should be provided as one (1) file.

#### **1.10 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer’s response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

#### **1.11 Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The financial proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

*“The data contained in pages \_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be*

*disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Proposer, without restrictions."*

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

If the Proposer's response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer's confidential data.

**If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.**

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Proposer agrees to indemnify and defend (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

## **1.12 Proposal Clarifications Prior to Submittal**

### **1.12.1 Pre-Proposal Conference**

NOT REQUIRED FOR THIS RFP.

### **1.12.2 Proposer Inquiry Periods**

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires *responsible and interested* Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the Inquiry Deadline date set forth in **Section 1.6 Schedule of Events** of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation shall be delivered to the State's contact person for this RFP, Stephanie Horvath, by mail, express courier, e-mail, hand, or fax:

Office of State Procurement  
Attention: Stephanie Horvath  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

1201 North Third St.  
Claiborne Bldg., Suite 2-160  
Baton Rouge, LA 70802

E-Mail: [Stephanie.Horvath@la.gov](mailto:Stephanie.Horvath@la.gov)

Phone: (225) 342-8030/ Fax: (225) 342-9756

Only the person identified above or their designee has the authority to officially respond to Proposer's questions on behalf of the State, including during the Blackout Period. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any State employee or State consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Director of State Procurement at least two (2) days prior to the deadline for submitting proposals.

**Note:** LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg)

Help scripts are available on OSP website under vendor center at:

<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

### **1.12.3 Blackout Period**

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to State employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per **Section 1.12.2 Proposer Inquiry Periods** of this RFP. All communications to and from potential Proposers, Bidders, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances, in which a prospective Proposer is also an incumbent Contractor, the State and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Bidder, Proposer, or State Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or Bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for Bidders or Proposers;
3. Oral presentations during the evaluation process; or
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

### **1.13 Errors and Omissions in Proposal**

The State will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

### **1.14 Proposal Guarantee**

NOT REQUIRED FOR THIS RFP.

### **1.15 Performance Bond**

The successful Proposer shall be required to provide a performance (surety) bond in the amount of Five Hundred Thousand dollars (\$500,000.00) to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the State. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The performance bond is to be provided within ten (10) working days from request. Failure to provide within the time specified may cause your offer to be rejected.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

### **1.16 Fidelity Bond Requirements**

The Contractor shall be required to provide a Fidelity Bond in the amount of Two Million dollars (\$2,000,000.00) to protect the State from loss resulting from acts of crime or fraud perpetrated either by the Contractor, its agents or subcontractors or against the Contractor, its agents or subcontractors. The Department of Public Safety and Corrections shall be the named beneficiary.

The fidelity bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. This bond will be required prior to execution of the contract.

### **1.17 Changes, Addenda, Withdrawals**

The State reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.



### **1.18 Withdrawal of Proposal**

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Office of State Procurement.

### **1.19 Material in the RFP**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

### **1.20 Waiver of Administrative Informalities**

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

### **1.21 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so. Further, the State reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

### **1.22 Ownership of Proposal**

All materials submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to Proposers. Any copyrighted materials in the response are not transferred to the State.

### **1.23 Cost of Offer Preparation**

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP

are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

#### **1.24 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

#### **1.25 Taxes**

Any taxes, other than State and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the Proposer's cost.

#### **1.26 Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

#### **1.27 Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

#### **1.28 Use of Subcontractors**

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime Contractor to use subcontractors, the State urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance.

#### **1.29 Written or Oral Discussions/Presentations**

The State, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how

they propose to meet the agency's objectives; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

### **1.30 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

### **1.31 Independent Price Determination**

By submitting a proposal, the Proposer certifies that the price submitted was independently arrived at without collusion.

### **1.32 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer most advantageous to the State with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected by the State. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

The State Evaluation Committee may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Proposer or Proposal. Such input may include, but not limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

Written recommendation for award shall be made to the Director of State Procurement for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if it is considered in the best interest of the State.

### **1.33 Best and Final Offers (BAFO)**

The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be

used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

**The written invitation will not obligate the State to a commitment to enter into a contract.**

### **1.34 Contract Negotiations**

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most advantageous to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost effective pricing available from the Proposers. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

### **1.35 Contract Award and Execution**

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the State.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample generic contract in **Attachment B** of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is executed. The State's mandatory terms and conditions including but not limited to those contained in **Section 1.24** of this RFP are not negotiable. If applicable, a Proposer may submit or refer to a Master Agreement entered into by the Contractor and the Office of State Procurement in accordance with La. R.S. 39:198(J).

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **seven (7) calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.

Award shall be made to the Proposer with the highest score, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State intends to award to a single Proposer.

### **1.36 Notice of Intent to Award**

Upon review and approval of the evaluation committee's and agency's recommendation for award, OSP will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract and approval by the Division of Administration, Office of State Procurement. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule

of Events.” If this date is not met, through no fault of the State, the State may elect to cancel the “Notice of Intent to Award” letter and make the award to the next most advantageous responsible Proposer.

OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the Director of State Procurement, within fourteen (14) days of the award/intent to award. The “Notice of Intent to Award” letter starts the protest period.

### **1.37 Debriefings**

Debriefings may be scheduled by the participating Proposers after the “Notice of Intent to Award” letter has been issued by scheduling an appointment with the Office of State Procurement. Contact may be made by phone at (225) 342-8030 or E-mail to [Stephanie.Horvath@la.gov](mailto:Stephanie.Horvath@la.gov)

### **1.38 Insurance Requirements**

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this RFP in accordance with **Attachment C: Insurance Requirements for Contractors**. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in **Attachment C: Insurance Requirements for Contractors** for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

### **1.39 Subcontractor Insurance**

The Contractor shall include all subcontractors as insured’s under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

### **1.40 Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

#### **1.41 Payment**

This contract shall be at no cost to the State.

#### **1.42 Termination**

The State of Louisiana has the right to terminate the contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

##### **1.42.1 Termination of the Contract for Cause**

The State may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

##### **1.42.2 Termination of the Contract for Convenience**

The State of Louisiana may terminate the contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

##### **1.42.3 Termination for Non-Appropriation of Funds**

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### **1.43 Assignment**

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

#### **1.44 No Guarantee of Quantities**

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the proposal.

Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

#### **1.45 Audit of Records**

The State legislative auditor, federal auditors and internal auditors of the Department of Public Safety and Corrections, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

#### **1.46 Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

#### **1.47 Record Retention**

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

#### **1.48 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services



contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

#### **1.49 Content of Contract/ Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

#### **1.50 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior written approval of OSP.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### **1.51 Substitution of Personnel**

The State intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

#### **1.52 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to all activities associated with this RFP process shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

#### **1.53 Claims or Controversies**

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1671-1673.

#### **1.54 Proposer's Certification of No Federal Suspension or Debarment**

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General

Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

#### **1.54.1 Proposer's Eligibility**

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings which could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension or debarment exists, proposer shall so state.

#### **1.54.2 Continuing Obligation**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

#### **1.55 Anti-Kickback Clause**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

#### **1.56 Clean Air Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

#### **1.57 Energy Policy and Conservation Act**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **1.58 Clean Water Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

### **1.59 Anti-Lobbying and Debarment Act**

The Contractor will be expected to comply with federal statutes required in the Anti-Lobbying Act and the Debarment Act.

### **1.60 Warranties**

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

**No Surreptitious Code Warranty.** Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this solicitation. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

### **1.61 Code of Ethics**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

### **1.62 Proposer's Cooperation**

Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State owned documents.

### **1.63 Security**

Contractor's personnel shall comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

#### **1.64 Prohibition of Discriminatory Boycotts of Israel**

In accordance with La. R.S. 39:1602.1, the following applies to any Proposal with a value of \$100,000 or more and to Proposers with five (5) or more employees:

By submitting a response to this solicitation, the Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

#### **1.65 Key Internal Control Outsourcing**

The State of Louisiana/Department of Public Safety and Corrections, Corrections Services, Division of Probation and Parole will require the Contractor and/or subcontractors, if performing a key internal control, to provide some form of assurances that internal controls over the process being administered by the contractor for the user agency is operating properly. The assurances provided by the contractor may be in the form of SOC I and/or type II reports resulting from independent SSAE 18 engagement of internal controls, quality assurance reports, or other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. If an SSAE 18 review is required, the audit firm will conduct tests of the contractor's activities and render an independent opinion on the operating effectiveness of the controls and procedures.

Other forms of assurances may be required by the State Agency. The Contractor may be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV & V), or other internal project/program reviews or audits.

These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. If a SSAE 18 review or audit is required of the Contractor, an audit firm will submit to the State Agency and/or Contractor a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the State Agency with an exact copy of the report within thirty (30) calendar days of completion. When required by the State Agency, such audits may be performed annually during the term of the Contract. The Contractor shall agree to implement recommendations as suggested by the audits within three (3) months of report issuance at no cost to the State Agency. The cost of the SSAE 18 engagement is to be borne by the Contractor and it shall be included in the cost being proposed in response to this RFP.

## **PART II: SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work/Services**

The Contractor shall provide monthly offender collection, distribution, and posting of payments to offender accounts of all fees, fines, and restitutions for the Louisiana Department of Corrections, Division of Probation and Parole, in accordance with **Attachment E: General Requirements/Deliverables for Collections Services** of this RFP.

The Contractor shall provide a telephone monitoring service that offers a primary Telephone Reporting System for the Louisiana Department of Corrections, Division of Probation and Parole, in accordance with **Attachment F: Telephone Reporting Services** of this RFP.

### **2.2 Deliverables**

The deliverables listed in **Attachment E: General Requirements/Deliverables for Collections Services** of this RFP and **Attachment F: Telephone Reporting Services** of this RFP are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

### **2.3 Price Schedule**

Prices proposed by the Proposers shall be submitted on the fee schedule furnished herein on **Attachment D: Fee Schedule**. Prices submitted shall be firm for the term of the contract resulting from this RFP. Prices shall include delivery of all items F.O.B. destination.

### **2.4 Location**

The location the service is to be performed, completed and managed is at the Contractor's location.

### **2.5 Proposal Elements**

#### **2.5.1 Financial**

This RFP will result in a no cost contract to the State. All payments to the Contractor for Collections and Telephone Reporting will come from the offender payments. The DPS&C will not pay any payments to the Contractor for their services; however, the Contractor will be allowed to charge a fee to the offender. Proposer's fees and other costs, if any, shall be submitted in accordance with **Attachment D: Fee Schedule**. Prices proposed shall be firm for the duration of the contract resulting from this RFP. The financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State.

NOTE: Collections – Proposer's Fee per transaction must be inclusive of all costs required to meet the Collections Services requirements of this RFP.

NOTE: Telephone Reporting – Proposer's monthly fee must be inclusive of all costs required to meet the Telephone Reporting requirements of this RFP.

### 2.5.2 Technical

The Proposer shall have three (3) years of experience with offender population collections in systems of similar size and scope and submit in the Proposer Qualifications and Experience section of their proposal.

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Plans and/or schedule for implementation, orientation, and installation.
- Plans for training of State staff.
- Describe the methods used to collect and/or attempt to collect payments from offenders who are delinquent.
- Describe methods used for telephone reporting services.
- Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.
- References for at least three (3) States, Government Agencies, or Private Firms for whom similar or larger scope services are currently being provided. Include a contact person, email address, and telephone number for each reference.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three (3) years).
- Information regarding the company's last security audit, to include a Statement of Auditing Standards No. 70 (SAS70) or Statement on Standards for Attestation Engagements No. 16/18 (SSAE 16/18).

Information demonstrating the Proposer's understanding of the nature and scope of this project.

Each Proposer shall submit the following:

- A proposed Disaster Recovery Plan in order to ensure no or limited disruption to the Contractor's processing system and to ensure a resumption of the system and processing following a disaster including, but not limited to, fire, flood, hurricane, tornado, or terrorist attack. The disaster recovery plan shall include but not be limited to the following:
  - A detailed schedule for backing up critical files and their rotation to an off-site storage location;

- Complete, accurate, and up-to-date documentation of all systems and procedures used in collections;
  - Backup of software and storage at an off-site location;
  - Backup of all tapes and files and storage of the backup tapes and files at an off-site location;
  - A detailed plan for the resumption of collection services; and
  - A detailed plan for storage and retrieval of all hard copy files.
- A proposed Data Synchronization plan explaining how they will synchronize data with DPS&C and provide an example of an exceptions report.
  - Call Center Procedures, including but not limited to: minutes calls are in holding queue, call termination, identification, etc. The Proposer shall describe call recording procedures to include but not limited to: inform offenders their call may be recorded, recorded calls are made available to the State upon the State's request, record retention timeline, etc.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.

### **2.5.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

Each Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar or percentage value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

In performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:  
<http://www.legis.la.gov/Legis/Law.aspx?d=671504>

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:  
<http://www.legis.la.gov/Legis/Law.aspx?d=96265>

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:  
<http://www.doa.la.gov/pages/osp/se/secv.aspx>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at:  
<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:  
[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_req](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_req)

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:  
<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.



## **PART III: EVALUATION**

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Technical Proposal ( <b>Section 3.1</b> )	53
Financial Proposal ( <b>Section 3.2</b> )	35
Veteran and Hudson Initiative ( <b>Section 3.3</b> )	12
Total Possible Points	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

**For a Proposer to proceed to the Financial Proposal and Veteran and Hudson Initiative evaluation, the Proposer shall achieve a minimum score equivalent to fifty percent (50%) of the possible points assigned to the Technical Proposal. Any Proposal failing to receive the minimum score at the completion of the detailed evaluation of the technical proposals will not be evaluated further and will be ineligible for award.**

The scores for the Financial Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

### **3.1 Technical Proposal**

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the State Evaluation Committee in the evaluation of the technical proposal. Such factors include:

- Proposer Qualifications and Experience – 30 points
- Proposed Solution/Technical Response – 13 points
- Project Schedule – 10 points

### **3.2 Financial Proposal**

**The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as “FINANCIAL PROPOSAL”.**

The following financial criteria will be evaluated: Collections – Fee per Transaction and Telephone Reporting – Fee per Month.

The Grand Total Cost on **Attachment D: Fee Schedule** will be used to obtain the overall total cost for evaluation of each proposal response. The Grand Total Cost will be obtained by adding

the subtotal of Line A (Collections: Fee per Transaction) and the subtotal of Line B (Telephone Reporting: Fee per Month).

Prices proposed by the Proposers shall be submitted on the fee schedule furnished in **Attachment D**. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

A Proposer's base cost score will be based on the cost information provided in **Attachment D** and computed as follows:

$$BCS = (LPC/PC \times FPP)$$

Where:        BCS = Computed cost score (points) for Proposer being evaluated  
                  LPC = Lowest proposed cost of all Proposers  
                  PC = Total cost of Proposer being evaluated  
                  FPP = Financial Proposal Points

### **3.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

#### Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage extent of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

Contractor to perform services and deliver reports/data properly formatted timely and in accordance with **Attachment E: General Requirements/Deliverables for Collection Services** of this RFP, **Attachment F: Telephone Reporting Services** of this RFP, contract requirements and electronic money transfer standards.

### **4.2 Performance Measurement**

- Reports available timely (within the timeframes indicated in **Section 5 Reporting Requirements of Attachment E: General Requirements/Deliverables for Collection Services** and **Section 9 Records/Reporting Requirements of Attachment F: Telephone Reporting Services**) and in proper format
- Customer service complaints minimal
- Compliance with confidentiality requirements
- Funds settled within one (1) business day of Contractor receiving payment(s) for the offender/payee
- Training/Implementation completed successfully
- Contractor staff appropriate to services provided
- Compliance with established collections and telephone reporting procedures
- Ease and convenience of payment options
- Telephone reporting – number of offenders utilizing the service

### **4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements**

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

**ATTACHMENT A: CURRENT PROBATION AND PAROLE REGIONAL AND DISTRICT OFFICES**

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**HEADQUARTERS**

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and Regions

**Curtis P. Fremin, JR.**

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225-342-2770

Baker (70714), Greenwell Springs (70739)  
Pride (70770), Zachary (70791), Central (70818),  
Gardere (70820) Baton Rouge (70811)  
[jwebre@corrections.state.la.us](mailto:jwebre@corrections.state.la.us)

Fax # 225-342-6604

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## REGIONAL DIRECTORS

### **REGION I** \*

### **LOUIS STACKS**

ALD, LSD, MID  
MOD, NAD, SPD  
TLD, VPD  
Margaret Gill (Regional Secretary)  
[lstacks@corrections.state.la.us](mailto:lstacks@corrections.state.la.us)

2525 Youree Drive  
Suite 300  
Shreveport, LA 71104-3600  
318-676-7044  
Fax # 318-676-5388

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### **REGION II** \*\*

### **PATRICIA MURPHY**

AMD, BRD, DVD, FED  
LCD, LFD, WBRD  
Lori Black (Regional Secretary)  
[pmurphy@corrections.state.la.us](mailto:pmurphy@corrections.state.la.us)

2751 Wooddale Blvd.  
Suite 400  
Baton Rouge, LA 70805  
225-922-1691, 1699  
Fax # 225-922-2073

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### **REGION III** \*\*\*

### **GARY WESTCOTT**

CVD, EJD, JPD,  
NID, NOD, THD  
Tika Dennis (Regional Secretary) Fax #504-568-6527  
[gwestcot@corrections.state.la.us](mailto:gwestcot@corrections.state.la.us)

1221 Adrian Street  
New Iberia, LA 70560  
337-373-0140  
Fax # 337-373-0109  
504-568-8756

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## **ATTACHMENT B: SAMPLE GENERIC CONTRACT**

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

File No. \_\_\_\_\_  
Solicitation No. \_\_\_\_\_

**(NAME OF CONTRACT)**

### **1. CONTRACT**

Be it known, that effective upon approval by the Director of State Procurement, as evidenced by the Director's signature on this document, the (*Agency Name*) (hereinafter sometimes referred to as "State") and (*Contractor's name and legal address including zip code*) (hereinafter sometimes referred to as "Contractor") do hereby enter into this Contract under the following terms and conditions.

### **2. SCOPE OF SERVICE**

Contractor hereby agrees to furnish the following services:

*(If the Scope of Services is lengthier than will fit here, it may be attached separately, referenced and incorporated herein.)*

### **3. TERM OF CONTRACT**

This Contract is effective upon OSP approval and will end no later than *<length of term specified in the RFP>*, unless otherwise terminated in accordance with the Termination provision of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Contract may be extended for \_\_\_\_\_ additional twelve (12) month periods at the same prices, terms, and conditions. Total contract time may not exceed \_\_\_\_\_ months.

### **4. DELIVERABLES**

The Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule.

### **5. PERFORMANCE STANDARDS**

#### **5.1. PERFORMANCE REQUIREMENTS**

#### **5.2. PERFORMANCE MEASUREMENT/EVALUATION**

#### **5.3. VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN-OWNED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS**

During the term of this Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

If the Contractor proposed a good faith subcontracting plan, the Using Agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit the Contractor to determine whether the Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the Using Agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing Contract may be terminated.

## **6. PAYMENT TERMS**

The State Agency shall pay the Contractor in accordance with the Pricing Schedule set forth in **Attachment “\_\_”** to this Contract. The Contractor may invoice the State Agency monthly at the billing address designated by the State Agency. Payments will be made by the State Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the State Agency. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

## **7. TAXES**

The Contractor agrees that all applicable taxes are included in the Pricing Schedule set forth in **Attachment “\_\_”** to this Contract. State agencies are exempt from all State and local sales and use taxes.

## **8. LATE PAYMENTS**

Interest due by the State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

## **9. TERMINATION**

The State of Louisiana has the right to terminate this Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

### **9.1. TERMINATION OF THIS CONTRACT FOR CAUSE**

The State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Contract, or failure to fulfill its performance obligations pursuant to this Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30)

days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

## **9.2. TERMINATION OF THIS CONTRACT FOR CONVENIENCE**

The State of Louisiana may terminate this Contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

## **9.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **10. CONTRACT MODIFICATIONS**

No amendment or modification of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Contract is binding on any of the parties.

Changes to this Contract include any change in a) compensation; b) beginning/ending date of this Contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this Contract.

## **11. OWNERSHIP**

All records, reports, documents, or other material related to this Contract and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of this Contract.

All records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State at the Contractor's expense, at termination or expiration of this Contract.

## **12. USE OF AGENCY'S FACILITIES**

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this Contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

## **13. WAIVER**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by the written consent of both parties.

## **14. WARRANTIES**

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

*This paragraph may only apply when software is involved.*

*No Surreptitious Code Warranty.* Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this Contract. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this Contract that results in the termination of this Contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

## 15. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this Contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of this Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate this Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in this Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of this**

**Contract, or two (2) times the charges for services rendered by the Contractor under this Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **16. INSURANCE AND BONDS**

### **16.1. INSURANCE**

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, (*in accordance with Section(s) \_\_\_\_\_ of the RFP*). The Contractor shall maintain the insurance for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

### **16.2. PERFORMANCE BOND**

Contractor shall provide a Performance Bond (Surety Bond) in the amount of Five Hundred Thousand dollars (\$500,000) to insure the successful performance under the terms and conditions of this Contract. The performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Services list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholder's surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

The Contractor shall maintain the performance bond for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

### **16.3. FIDELITY BOND**

The Contractor shall be required to provide a Fidelity Bond in the amount of \$2,000,000 to protect the State from loss resulting from acts of crime or fraud perpetrated either by the Contractor, its agents or subcontractors or against the Contractor, its agents or subcontractors. The Department of \_\_\_\_\_ shall be the named beneficiary.

The fidelity bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. The Contractor shall maintain the performance bond for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

## **17. LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract, if applicable.

## **18. SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Contract are declared severable.

## **19. SUBCONTRACTORS**

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

## **20. SUBSTITUTION OF PERSONNEL**

If, during the term of this Contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

## **21. ASSIGNMENT**

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **22. CODE OF ETHICS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

## **23. CONFIDENTIALITY**

The following provision will apply unless the State agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

## **24. CONTRACT CONTROVERSIES**

Any claim or controversy arising out of this Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

## **25. RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the Dept. of \_\_\_\_\_, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this Contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

## **26. RECORD RETENTION**

The Contractor shall maintain all records in relation to this Contract for a period of at least five (5) years after final payment.

## **27. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to



disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

## **28. CONTRACTOR'S COOPERATION/CLOSE-OUT**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

## **29. SECURITY**

Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

## **30. COMMENCEMENT OF WORK**

No work shall be performed by Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

## **31. COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

## **32. ANTI-KICKBACK CLAUSE**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

### **33. CLEAN AIR ACT**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

### **34. ENERGY POLICY AND CONSERVATION ACT**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

### **35. CLEAN WATER ACT**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

### **36. ANTI-LOBBYING AND DEBARMENT ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

### **37. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with La. R.S. 39:1602.1, for any contracts with a value of \$100,000 or more and for any Contractor with five (5) or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

### **38. FUND USE**

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

### **39. HEADINGS**

Descriptive headings in this Contract are for convenience only and shall not affect the construction of this Contract or meaning of contractual language.

### **40. INDEPENDENT ASSURANCES**

The State of Louisiana/(Insert agency name) will require the Contractor and/or subcontractors, if performing a key internal control, to provide some form of assurances that internal controls over the process being administered by the Contractor for the user agency is operating properly. The

assurances provided by the Contractor may be in the form of SOC I and/or type II reports resulting from independent SSAE 18 engagement of internal controls, quality assurance reports or other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. If an SSAE 16 review is required, the audit firm will conduct tests of the Contractor's activities and render an independent opinion on the operating effectiveness of the controls and procedures.

Other forms of assurances may be required by the State Agency. The Contractor may be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV & V), or other internal project/program reviews or audits.

These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. If a SSAE 18 review or audit is required of the Contractor, the audit firm will submit to the State Agency and/or Contractor a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the State Agency with an exact copy of the report within thirty (30) calendar days of completion. When required by the State Agency, such audits may be performed annually during the term of this Contract. The Contractor shall agree to implement recommendations as suggested by the audits within three (3) months of report issuance at no cost to the State Agency. The cost of the SSAE 18 engagement is to be borne by the Contractor and it was included in the cost proposed in response to the RFP.

#### **41. GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this Contract. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

#### **42. COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

#### **43. ORDER OF PRECEDENCE**

The Request for Proposals (RFP), dated \_\_\_\_\_, and the Contractor's Proposal dated \_\_\_\_\_, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR SIGNATURE:

By: \_\_\_\_\_

Title: \_\_\_\_\_

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

\_\_\_\_\_

\_\_\_\_\_

STATE AGENCY SIGNATURE:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved by:

\_\_\_\_\_  
Director of State Procurement

Date: \_\_\_\_\_

## **ATTACHMENT C: INSURANCE REQUIREMENTS FOR CONTRACTORS**

### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

#### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

4. **Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

#### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

### **C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

#### **1. General Liability and Automobile Liability Coverages**

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

#### **2. Workers Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

#### **3. All Coverages**

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

### **D. ACCEPTABILITY OF INSURERS**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days as required in the contract.

#### **E. VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana  
Its Officers, Agents, Employees and Volunteers  
P.O. Box 94095  
Baton Rouge, Louisiana 70804-9095  
Project or Contract #:

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

#### **F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

#### **G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

## **ATTACHMENT D: FEE SCHEDULE**

The Grand Total Cost will be obtained by adding the subtotal of Line A (Collections: Fee per Transaction) and the subtotal of Line B (Telephone Reporting: Fee per Month). The combined total cost will be used to obtain the overall total cost for evaluation of each proposal response.

**A) COLLECTIONS: FEE PER TRANSACTION\***

12,500 transactions/per month X \$ \_\_\_\_\_ = \_\_\_\_\_  
Subtotal A

**B) TELEPHONE REPORTING: FEE PER MONTH**

400 offenders enrolled/per month X \$ \_\_\_\_\_ = \_\_\_\_\_  
Subtotal B

**GRAND TOTAL COST (Subtotal A + Subtotal B) = \_\_\_\_\_**

**\*Transaction is defined as:**

A transaction will consist of one (1) payment by an offender in the form of money order, cashier check, cash, credit card, etc. The one (1) payment may consist of monthly payments to one (1) or more payees. Example: An offender gets one (1) money order for \$300 (three hundred dollars) and has three (3) victims that he owes \$100 (one hundred dollars) each per month.

**NOTE:**

**Collections – Proposer’s fee per transaction must be inclusive of all costs required to meet the Collection Services requirements of this RFP. For evaluation purposes only, 12,500 transactions per month will be used to calculate the subtotal. Actual volume of transactions is not guaranteed, see Section 1.44, No Guarantee of Quantities, of this RFP.**

**Telephone Reporting – Proposer’s monthly fee must be inclusive of all costs required to meet the Telephone Reporting requirements of this RFP. For evaluation purposes only, 400 offenders enrolled in telephone reporting services monthly will be used to calculate the subtotal. Actual volume of offenders enrolled is not guaranteed, see Section 1.44, No Guarantee of Quantities, of this RFP.**



## **ATTACHMENT E: GENERAL REQUIREMENTS / DELIVERABLES FOR COLLECTIONS SERVICES**

### **1. General Deliverables**

1.1 Contractor - The Contractor shall furnish all material, labor, facilities, postage, equipment, and supplies necessary to perform the required services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the DPS&C. The Contractor must be fully operational in the performance of the services required herein within ninety (90) calendar days of contract execution.

1.2 Contract Award - Immediately upon contract award, the DPS&C will designate a State agency contract manager. The DPS&C will provide the Contractor with the State agency contract manager's contact information.

1.3 Personnel - During the implementation period, the Contractor shall hire and train sufficient numbers of qualified personnel to ensure appropriate and efficient operations as described herein.

- 1.3.1 Background check - The Contractor shall understand and agree that the DPS&C will perform a background check on each of the Contractor's personnel and/or subcontractor's personnel who will have access to offenders or offender information pursuant to the contract. Background checks will be at Contractor's expense. Such investigation shall be equivalent to investigations required of all personnel employed by the DPS&C. Based upon findings of the background check, the DPS&C may require the Contractor to remove personnel and/or subcontractor's personnel or may not approve such personnel for performing activities related to the contract. The Contractor shall not assign personnel to contract services before the background check is completed.
- 1.3.2 The DPS&C may require the Contractor to remove personnel based upon, but not limited to, the following findings: 1) display the propensity to harm an offender or family, 2) demonstrate that an individual is unsuitable for a particular position, 3) negatively affect public confidence in the DPS&C or its staff, or 4) violate the provisions and regulations of the DPS&C. The DPS&C reserves the right to review each situation on a case-by-case basis.
- 1.3.3 The Contractor shall understand and agree that neither the Contractor, nor any personnel who will be assigned to the contract (or interact with the offender) shall be or have been under the supervision of any federal, state, parish, and/or city correctional entity within the past two (2) years.

1.3.4 The Contractor shall provide a completed **Attachment M: Confidentiality Agreement** of this RFP for all personnel.

1.4 Project Director - The Contractor must provide a project director who must be available to meet with the DPS&C upon request and who shall be responsible for ensuring successful implementation of the services. By no later than fifteen (15) working days after the effective date of the contract, the Contractor shall provide the DPS&C with the contact information of the Project Director. The project director must be available and accessible to the DPS&C at all times. The project director shall have the overall responsibility for compliance with all contract requirements and authority to make decisions regarding day-to-day operations. Immediately after identification of the project director and by no later than thirty (30) calendar days after the contract effective date, the Contractor shall meet in Baton Rouge, LA with DPS&C personnel and other designees, as determined by the DPS&C, to discuss the collection service requirements, and to obtain any specific information, data, and/or instructions necessary to finalize the design of the collection system and plans for operation, as submitted by the Proposer in the proposal submitted in response to the RFP. By no later than thirty (30) calendar days following the meeting specified above, the Contractor shall finalize and submit to the DPS&C for review and approval written policies and procedures.

At a minimum, the Contractor must include the following in the written policies and procedures.

1.4.1 The plan for communication between the DPS&C and the Contractor specifically including case assignments and closings, as well as for communication and documentation of temporary waivers.

1.4.2 The collection process for collecting all monies, including payment options for the offender, communication and contact with the offender, management reports, etc.

1.4.3 The collection system design, including real time data availability and electronic transfer of files between the DPS&C and the Contractor.

1.4.4 The Contractor shall agree and understand that the DPS&C shall review the written policies and procedures and shall have the right to approve or disapprove.

1.5 Initial Meeting - After the initial meeting required in Section 1.4 above, at a minimum the Contractor should meet with the DPS&C every two (2) weeks during the implementation period. Such meetings shall be in Baton Rouge, LA unless otherwise

instructed by the DPS&C. If approved by the DPS&C, such meetings may be conducted via telephone or video conference.

1.5.1 Upon request, the Contractor shall provide the DPS&C with written (e-mail or hard copy) progress reports. These reports should include significant events, progress on procedures development, staffing levels, problems encountered, planned activities for the next reporting periods, meetings held, and other information deemed necessary by the DPS&C or the Contractor. Distribution of these reports shall be determined by the DPS&C.

1.6 Operating Requirements - The Contractor must provide all essential equipment including telephones, computer hardware and software, etc., necessary to perform the services. The Contractor shall be responsible for any and all communication facilities, network interface devices and terminals/PCs required to directly link the Contractor to the DPS&C's computers. All systems must be accessible using a standard Windows Web Browser. During and after business hours, the Contractor's operations facility must be in such a manner to protect case information and computer programs.

1.7 Equipment, Communications and Connections – The Contractor shall receive and process records from the DPS&C and shall develop, test, and implement communications systems between the Contractor and the DPS&C. The Contractor shall notify DPS&C within twenty-four (24) hours if a file transmission from or to DPS&C has failed. The DPS&C will make available to the Contractor, Monday through Friday 8:00 AM CT- 4:30 PM CT including state holidays, a file containing the offender identifying information listed in Section 5.1.1 of this Attachment.

1.8 Disaster Recovery Plan -- The Contractor shall submit, within ten (10) days of contract award, a Disaster Recovery Plan in order to ensure no or limited disruption to the Contractor's processing system and to ensure a resumption of the system and processing following a disaster including, but not limited to, fire, flood, hurricane, tornado, or terrorist attack. The disaster recovery plan shall include but not be limited to the following:

- 1.8.1 A detailed schedule for backing up critical files and their rotation to an off-site storage location;
- 1.8.2 Complete, accurate, and up-to-date documentation of all systems and procedures used in collections;
- 1.8.3 Backup of software and storage at an off-site location;
- 1.8.4 Backup of all tapes and files and storage of the backup tapes and files at an off-site location;
- 1.8.5 A detailed plan for the resumption of collection services; and

1.8.6 A detailed plan for storage and retrieval of all hard copy files.

## **2. Performance Requirements**

2.1 Offender Assignments – The DPS&C will make available to the Contractor Monday through Friday, a text file containing the information as shown in Attachment G: Offender File of this RFP and Attachment H: Account File of this RFP. The first file (see Attachment G: Offender File) will contain the offender identifying information and the second file (See Attachment H: Account File) will contain the account information. The offender file will be a complete update daily of the offenders currently under the supervision of Probation and Parole. The account file will be a complete update of those accounts that are to be collected. Offenders could have multiple accounts and it is possible for an offender to be on the Offender file and not on the Account file. Offenders that are no longer being supervised by DPP and Accounts that are paid in full will be removed from the daily files.

2.1.1 The Contractor shall accept each account assigned to the Contractor from the DPS&C without regard to geographical area.

2.1.2 The Contractor shall understand and agree that an account assignment includes transferring the electronic account information to and from the DPS&C's offender data system.

2.1.3 The Contractor shall synchronize data with the DPS&C on a monthly basis to ensure data integrity. The Contractor shall provide an exception report identifying any discrepancies.

2.1.4 The Contractor shall begin collection services for each new offender account based on the start date provided to them by DPS&C. See Attachment H: Account File in this RFP.

2.2 Safeguarding information – The Contractor shall protect information collected and shall develop and operate in accordance with security procedures which are in accordance with Federal and State laws and regulations and DPS&C policies and procedures. Prior to implementing the security procedures, the Contractor must obtain the DPS&C's written approval of the security procedures.

2.2.1 The Contractor shall not integrate DPS&C data and/or accounts with any other data and/or accounts of the Contractor.

2.2.2 The Contractor shall not reveal, reproduce, disclose, sell or make any information provided by the DPS&C or obtained during the collection process accessible in whole or in part, in any manner whatsoever including, but not limited to, any of the following:

- a) To any credit reporting agency(s) or service(s).
- b) To any person other than the offender unless required by law, or with the prior expressed and written consent of the DPS&C.
- c) To any third party to create, in whole or in part, any mailing list, telemarketing list, other marketing list or research aid or other database.
- d) Give any personal information about offender to anyone, such as name, Date of Birth (DOB), Social Security number, address, telephone number.

2.3 Collection Service Requirements - The Contractor shall perform the collection services in accordance with all applicable State or Federal law, rule, or regulation and as specified below:

2.3.1 The Contractor shall provide collection services by using the Contractor's own collection system.

2.3.2 If the DPS&C notifies the Contractor that an offender has been granted a waiver on an account, the Contractor shall not collect the monthly fee from such offender on that account during the time period that the waiver is in effect. The DPS&C will notify the Contractor of waivers by posting a waiver file weekly as shown on Attachment I: Waiver File of this RFP.

2.3.3 The Contractor shall use consistent collection efforts on all cases placed with the Contractor and shall use a professional collection approach. The Contractor shall not use abusive, deceptive, nor unfair collection practices which may include, but not necessarily be limited to any of the following practices:

- a) The Contractor shall not engage in any conduct which may be or interpreted to be harassment, oppression, or abuse in regard to the collection services.
- b) The Contractor shall not use any false, deceptive, or misleading representation or means in connection with the collection service.
- c) The Contractor may not use unfair or unconscionable means in attempting to collect the fees.

2.3.4 The Contractor must attempt to achieve maximum recovery of each offender case using techniques which shall include, but not be limited to, the following:

- a) Telephone calls;
- b) Mail letters (samples of all letters used by the Contractor must be approved by the DPS&C prior to use.)

2.3.5 The Contractor shall provide collection service(s) in accordance with the description and timeframe(s) for the applicable overdue amounts as indicated in the Contractor's proposal submitted in response to this RFP.

2.3.6 The Contractor must have procedures to maintain return payments from victims with an invalid address. These payments must be kept for up to ninety (90) days. When a payment is returned, the Contractor must notify Probation and Parole, and the Department of Corrections will attempt to obtain a good address. Once another address has been obtained DPS&C will make needed adjustments. At the end of ninety (90) days, if the account has not been resubmitted to the Contractor, the payment can be returned to the offender.

2.4 Payment of Cases – The Contractor must accept payment by offenders each month by money orders, cash, debit cards, major credit cards, e-checks, and cashier's checks. The Contractor shall not accept payments greater than the maximum amount submitted by the DPS&C on Attachment H: Account File of this RFP. The Contractor may accept payments via an electronic payment offer such as EFT by credit card, kiosks, or other approved method.

2.4.1 The Contractor must provide the DPS&C with twenty-four (24) hour accessibility to individual offender accounts and payment records by a web interface that is accessible using a standard Windows web browser as proposed in the Proposer's proposal.

2.5 Collections – The Contractor must establish and implement procedures to control all collections received using standard accounting control measures. Personnel duties must be separated so that no single person has complete control over receipting, check issuance, accounting transactions, program changes, and data entry. The Contractor shall establish and maintain additional accounting policies, procedures and records as required to control and document all fiscal activities. All accounting policies, records, procedures and reporting, shall be subject to Federal and State approval.

2.5.1 All funds payable to DPS&C, received by offenders or customers on the offender's behalf must be deposited into a State Treasury approved fiscal agent bank until transferred to Probation and Parole. Contractor will

initiate the funding to the Probation and Parole bank within twenty-four (24) hours from the end of the processing period of each day.

2.5.2 The Contractor will disperse payments received, not payable to DPS&C, to payees determined by the Department in **Attachment H: Account File** of this RFP.

2.5.3 The system shall deliver the date and total amount of the deposit into the bank designated by the DPS&C for all transactions made each day, on or before the second banking day after the banking day on which the transactions occur.

2.5.4 The DPS&C reserves the right to modify the required frequency of the wire transfer.

2.5.5 The Contractor shall include a balanced and verified transmittal document with each deposit.

2.6 Customer Service – The Contractor shall ensure that the monthly offender collection services are administered in a professional and equitable manner to all offenders and the DPS&C. The Contractor must ensure that services are provided with a high degree of respect for the offender, sensitivity to their circumstances, and with a commitment to high-quality customer service.

2.6.1 The Contractor must operate a national, toll-free telephone call center for acceptance of calls and inquiries from offenders and DPS&C staff regarding payments Monday through Friday from 7:00 a.m. to 7:00 p.m., (Central Time Zone) excluding Federal holidays. The national, toll-free telephone number shall be included/printed on all state-agency approved forms used by the Contractor in corresponding with parties involved in the monthly offender intervention fee collections.

2.6.2 The Contractor shall provide recording services as part of the monthly offender collections services. The Contractor shall record a random sampling of incoming and outgoing telephone calls related to the performance requirements herein.

2.6.3 The Contractor shall provide professional and courteous assistance to all offenders, including but not limited to, answering questions or transferring the offender to the appropriate person or to DPS&C for assistance.

2.6.4 The Contractor shall not discuss a case with a third party or release information to a third party.

- 2.6.5 The Contractor shall not threaten or reference inappropriate action (e.g., threat of arrest; filing civil and/or criminal charges; threat of any action Contractor does not have the authority to enforce).
- 2.6.6 The Contractor shall provide offenders with general problem resolution regarding actions taken.
- 2.6.7 If requested by the offender, the Contractor shall provide the offender with written documentation of the arrears amount and how that amount was calculated. The Contractor shall provide this information by no later than five (5) working days of the request.
- 2.6.8 The Contractor shall acknowledge both telephone and in-person requests for appropriate case management/financial information from DPS&C staff or designees by no later than two (2) working days of receipt of the request. In all cases, such requests must be resolved by no later than ten (10) working days of receipt unless a delay is requested in writing by the Contractor and agreed to by the requester.
- 2.6.9 The Contractor must resolve offender's complaints and conflicts to the DPS&C's satisfaction.

### **3. Closing Cases**

- 3.1 The Contractor shall close cases as instructed by the DPS&C when,
  - a) Offender no longer is on supervision (Full Termination Date)
  - b) Case closed by court order or by Parole Board
  - c) Fees are forgiven in full by court or Parole Board
  - d) Case terminated early
  - e) Death of the offender
- 3.2 If the Contractor receives a payment for a case already closed, the Contractor shall notify DPS&C for instructions on what action to take with the payment.

### **4. Contractor and Personnel:**

The Contractor, Contractor's employees, and others acting under the Contractor's control, shall at all times observe and comply with all applicable State statutes, DPS&C rules, regulations, guidelines, internal management policy and procedures, and general orders of the DPS&C that are applicable, current, or hereafter adopted, regarding operations and activities in and about all DPS&C property. Throughout the duration of the contract, the Contractor must comply with the most recently published materials and directives if the



materials and the directives impact the monthly offender intervention fee collection services provided under the contract resulting from this RFP.

The Contractor and the Contractor's personnel shall assist the DPS&C in enforcing rules by reporting violations to the DPS&C or its designee.

The Contractor shall not obstruct the DPS&C nor any of its designated officials from performing their duties in response to court/parole board orders or in the maintenance of a secure and safe correctional environment.

The Contractor shall supervise the Contractor's employees. The unique nature of working with the DPS&C, including safety and security issues, requires the DPS&C to carefully monitor the Contractor's employees when they are performing services for the DPS&C. Any concerns a DPS&C employee has regarding a member of the Contractor's personnel, their job performance, or the conditions of their employment shall be reported to the DPS&C monitor in order that proper communications can occur with the Contractor.

The Contractor shall be responsible for the conditions of employment, work environment, and employee rights of the Contractor's personnel. The Contractor must provide a means, and orient the Contractor's personnel members to such means, of resolving complaints or problems regarding the services performed by the personnel for the DPS&C. Because of the unique nature of the work, close cooperation between the Contractor's personnel and DPS&C employees will be required. However, the Contractor is responsible to see that Contractor's personnel work the correct hours, receive correct pay, have the tools they need to do their work, receive additional job training as needed, and have adequate supervision. Adequate supervision includes access to supervisory personnel for personnel problems including but not limited to complaints about working conditions, harassment, discrimination, or any other matters. The Contractor shall provide written communications to the DPS&C regarding any action requested of the DPS&C based on a complaint from a member of the Contractor's personnel.

## **5. Reporting Requirements**

The Contractor must submit each of the following reports upon request:

**5.1 On-line Data Access and Data Availability Reporting Requirements** - The Contractor must establish, provide, and maintain a web interface (that is accessible using a standard windows web browser) with access to the data between the Contractor and the DPS&C and each probation and parole office for transfer of data and information and for generation of reports related to all activities and transactions pursuant to the contract. The Contractor shall update the data warehouse on a daily basis and shall meet all licensing requirements for said software and must maintain all upgrades and enhancements to ensure proper functionality. In addition, through the data mining software, the Contractor shall provide the DPS&C with access to all collections related data. The on-line data must be operational and available prior to the date the contract becomes fully operational.

5.1.1 The Contractor shall provide access to view and produce a report containing all data included in the report required herein as well as data broken out by probation and parole office, by district, by region, and statewide.

5.1.2 The Contractor must provide access to view and produce a report containing other information such as:

1. An “aging report” - which would list those offenders that are sixty (60) days delinquent on fee payments;
2. A “collection ratio” report - which would provide the percentage of billed fees actually collected; and
3. A “payment method” report - which would provide statistics on what method (EFT, money order, cashier’s check, etc.) was used to make the fee payment (actual numbers and overall percentage).

**5.2 Production Reporting** - After services are fully implemented, the Contractor shall make available via web interface to the DPS&C the prior month’s production by no later than the 5th working day of every month. At a minimum, the Contractor must include the following in the report:

Total number of offenders and offender accounts assigned during the month.  
Total number of offenders and offender accounts closed during the month.  
An accounting of each offender’s account for the month and year to date.

**5.3 Daily Remittance Reports** – On a daily basis, the Contractor shall submit the following information to the DPS&C documenting remittances received.

5.3.1 The Contractor shall provide a daily payment file containing the information shown in **Attachment J: Payment File** of this RFP. The DPS&C reserves the right to change the method of reporting as necessary.

5.3.2 The Contractor shall provide copies or images of offenders’ payment checks and vouchers upon request by the DPS&C. If other forms of payment in addition to cashier’s checks and money orders are approved by the DPS&C, the Contractor must, upon request, provide the DPS&C with verifiable evidence of offender payments for any such approved form of payment.

5.3.3 The Contractor shall provide a trailer record file containing the information shown on **Attachment K: Trailer File** of this RFP. The DPS&C reserves the right to change the method of reporting as necessary.

5.3.4 The DPS&C reserves the right to modify the required content or frequency of the information required.

**5.4 Address Exception Report** - Should the Contractor determine through various collection efforts that the actual address and/or phone number for an offender differs from the address and phone number provided by the DPS&C, the Contractor must notify the probation and parole officer by no later than five (5) working days after the Contractor made the determination.

**5.5 Summary Reports** – If required by the DPS&C, and according to the time schedule of the DPS&C, the Contractor shall also provide the DPS&C and/or other parties specified by the DPS&C, with monthly, quarterly, and annual summary reports. If required, the summary reports shall contain the following information:

1. Month and year case placed;
2. Number of cases placed;
3. Total amount billed for active cases;
4. Number of active cases for report period;
5. Amount collected for report period;
6. Cases closed (number and dollar value).

**5.6 Customer Service Call Center Report** – After services are fully implemented, the Contractor shall make available to the DPS&C via web interface a call center statistics report by no later than the 5th working day of every month. The report shall include, but not be limited to, the following information:

1. Number of calls received, denied, abandoned, etc.
2. Subject of calls and associated monthly call volume.
3. Average time an offender has to wait before his call is answered for the month.
4. Average length of calls for the month.
5. Busy rate for the dedicated number for the month.
6. Monthly Account Report by District
7. Monthly Account Report by Officer
8. The amount of money collected by district or by officer

**5.7 Other Reports** - The Contractor shall prepare and deliver to the DPS&C such other reports covering cases as requested by DPS&C.

**6. Training** - The Contractor must train the DPS&C on the access and software prior to the date the contract becomes fully operational and must provide continual assistance to DPS&C users throughout the effective period of the contract resulting from this RFP. The DPS&C estimates that a “train-the-trainer” format will be acceptable for the training. The Contractor shall conduct training at a minimum of the six (6) locations (specific training site will be determined and arranged by the DPS&C) and for approximately 20-25 people at each location. Location and number of participants to be determined within 30-45 days after the contract is awarded. The Contractor will also provide refresher/update training as requested by Department.

**7. Policies and Procedures** - Throughout the effective period of the contract resulting from this RFP, the Contractor shall continuously review and update the policies and procedures as deemed necessary to address any changes in the programs, Rules and Regulations, and/or any other provision related thereto.

The Contractor must obtain the written approval of the DPS&C for any such change to the policies and procedures.

After receipt of the DPS&C's written approval of the change, the Contractor shall perform in accordance with the approved policies and procedures.

**8. Transition** - Upon expiration, termination, or cancellation of the contract resulting from this RFP, the Contractor shall assist the DPS&C to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to the successive Contractor designated by the DPS&C, if requested in writing. If requested by the DPS&C, the Contractor shall prepare and submit a transition plan to achieve the continuation of services for cases assigned to the Contractor. The Contractor shall prepare and submit a transition plan, for approval by the DPS&C, within fourteen (14) calendar days of the DPS&C's request. The transition plan must meet the following objectives:

- a. Provide for an orderly and controlled transition to either the DPS&C or any other successive Contractor designated by the DPS&C.
- b. Minimize any disruption of services provided to offenders.
- c. Maintain the level of service required by the contract.

The Contractor shall provide and/or perform all of the following responsibilities:

The Contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract resulting from this RFP to the DPS&C and/or to the DPS&C's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the DPS&C.

The Contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract resulting from this RFP for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract resulting from this RFP for a price not to exceed those prices set forth in the contract. The DPS&C will discontinue assigning cases, on the date specified by the DPS&C, in order to insure the completion of such service prior to the expiration of the contract resulting from this RFP.

## **ATTACHMENT F: TELEPHONE REPORTING SERVICES**

### **PERFORMANCE REQUIREMENTS:**

This section of the RFP includes requirements and provisions relating specifically to the functional and technical specifications and requirements of the State. The contents of this section include mandatory requirements that shall be required of the successful Proposer and subsequent contractor. The Proposer's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the successful Proposer in the event the proposal is accepted by the State.

#### **1. General Requirements:**

1.1 The Contractor shall provide a telephone monitoring service that offers a primary Telephone Reporting System.

1.2 The Contractor shall provide, host, and maintain the telephone reporting system, which shall be fully integrated with case management software, in accordance with specifications presented herein, for the Louisiana Department of Public Safety and Corrections, referred to hereinafter as the "Department." The Contractor shall provide all equipment, software, services, support, materials, supplies, etc. necessary to provide the system described herein. The Contractor shall be responsible for the effective, efficient and professional functioning of the system on a day-to-day basis, including minimizing downtimes.

1.3 The Contractor shall be responsible for any copyrights, patents or licensing as may be required for their system.

1.4 The Contractor agrees and understands that all services shall be performed to the sole satisfaction of the Department as the final judge of the quality of the Contractor's performance under the contract resulting from this RFP.

1.5 The telephone reporting system is targeted for the management of low and medium risk offenders. However, the Department recognizes that a telephone reporting system can also be used to enhance the management of high-risk offenders and/or other offender populations. Therefore, the Contractor must have the capability of allowing for an expansion of the system at the Department's request. Should the Department elect to expand the telephone reporting system for additional offender populations, a contract amendment shall be processed by the Department at the same firm, fixed fees stated on **Attachment D: Fee Schedule** of this RFP.

1.6 The Contractor's system and personnel shall not be located on the Department's premises.

1.7 The Contractor agrees and understands that the Department shall have the sole responsibility for all offender referrals to and terminations from the program.

1.8 The Contractor agrees and understands that an offender shall not be removed from the system without advance permission from the Department. Permission to remove an offender from the service shall be included in the automated data transfer process described in **Section 5 Technology Requirements** of this **Attachment F**.

1.9 The Contractor shall complete implementation of the system within ninety (90) days of receipt of authorization to proceed from the Department.

1.10 The Contractor must provide telephone and computer services without interruption throughout the duration of the contract resulting from this RFP.

1.11 The Contractor must function as the single point of contact for the State, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all hardware, software and services provided.

1.12 The Contractor may have an automated system, but must also be able to contact the offender if requested by DPP.

1.13 The Contractor shall collect payment from offenders in the same payment method as with the collections.

## **2. Hosting, Security and Data Privacy Requirements:**

2.1 The Contractor shall provide a turnkey solution that includes hosting of the application in an environment that supports all other requirements.

2.2 The Contractor shall host the application in a Tier Three Data Center environment with redundant connectivity and physical and electronic back-up systems.

2.3 The Contractor shall be responsible for ensuring that all systems and applications are compatible with and fully functional with all versions of Microsoft Internet Explorer 6.0, using Secure Socket Layer (SSL) technology.

2.4 The Contractor shall provide a system that restricts access to only authorized Department staff and workstations, and that maintains confidentiality by a minimum of 128 bit encryption of any and all information transmitted over the public network (Internet).

2.5 The Department expects the Contractor to strive for user access to the system twenty-four (24) hours per day, seven (7) days per week. For the system, the Contractor must provide a minimum sustained level of availability of 99.5% in any thirty (30) consecutive day periods except for scheduled downtime for maintenance and backups. System Availability shall be calculated by dividing the total number of minutes

in thirty (30) consecutive days by the number of minutes the system was available for access by users. For example, assuming no scheduled maintenance or backup downtime, a system availability level of 99.5% means that the user may be out of service no more than 216 minutes or 3.61 hours in any thirty (30) consecutive days.

2.6 The Contractor shall have an emergency operation plan in the event of any catastrophe, natural or man-made.

2.7 The Contractor shall notify the Department designated representative immediately by e-mail or telephone of any system outages. If the Contractor receives an out of office response to their e-mail, the Contractor shall contact the Department by telephone within twenty-four (24) hours of receiving the out of office response. Following any system outage a written report shall be submitted to the Department within twenty-four (24) hours of the initial outage.

The written report shall identify:

- 1) Description of the issue.
- 2) Issue ticket number.
- 3) Time of onset of service interruption.
- 4) Time service was restored.
- 5) How the Contractor became aware of the problem.
- 6) Affected systems and users.
- 7) Non-affected systems and users.
- 8) Prevention methods implemented to avoid recurrence.
- 9) Required action by Department, if any.

### **3. Telephone Reporting System Requirements:**

3.1 Specific functions that shall be performed by the Contractor's Telephone Reporting System and the Contractor's staff shall include, at a minimum, the following:

Provide an ongoing enrollment process.

- 1) The Contractor shall initially enroll all offenders, identified by the Department, who are currently eligible for contracted monitoring using **Attachment L: Docket File**.
- 2) The Contractor shall provide an interface that imports data from the Department's offender management system for offenders enrolled in the contracted monitoring program.
- 3) The Contractor's solution shall include the ability to allow Department staff to enroll offenders via the Internet.

3.2 The Contractor shall provide a help desk to assist offenders and Department staff with questions and problems related to the system.

3.3 The Contractor shall provide toll free telephone numbers for offenders and staff to use. The Contractor shall understand and agree that toll free telephone number access shall be granted to Department staff and all offenders referred by the Department.

a. The toll free telephone number shall be used by offenders and officers contacting the Contractor's help desk when problems arise.

b. Department staff will use the toll free numbers to review voice files in the following instances:

- 1) When changes occur in the offenders' employment, residency or phone numbers.
- 2) When changes occur in offenders' emergency contact information.
- 3) When changes occur in the status of the offenders' special conditions.
- 4) When a request from law enforcement is made regarding an offender.
- 5) When there is any other significant change in the offenders' status noted by Department staff.

Offenders shall utilize the toll free number to make their monthly report calls to the system.

3.4 The Contractor shall provide a service utilizing Dual Tone Multi Frequency (DTMF) with an option for direct contact with an operator to address situations such as rotary phone calls or offenders requiring special assistance. This option must be available, at a minimum, Monday through Friday, between the hours of 7:00 AM to 7:00 PM, Central Time excluding State holidays.

3.5 The Contractor shall provide a service that supports both personal identification number and password security for offenders and officers.

3.6 The Contractor's system shall provide a twenty-four (24) hour a day, seven (7) days a week, 365 days a year service where offenders call according to a reporting schedule established by the Department representative. The Contractor shall provide fixed lengths of time for offenders to respond to prompted questions.

3.7 The Contractor's system shall provide a service that allows a Department representative to leave a custom or standard voice message for a specific offender or a group of offenders at the district, regional, or State level.

a. The message shall be retained in the system until the call is completed.

b. Messages to an offender may be deleted by the system upon completion of the call.

3.8 The Contractor's system shall provide a service that randomly advises 10% of the offenders to mail in employment verification to their officer when they call in to report.



3.9 The Contractor's system shall provide a service that requires offenders collecting social security disability to verify income on an annual basis.

3.10 The Contractor shall provide a system that allows both officers and offenders to communicate with the Contractor via e-mail.

3.11 The Contractor's system shall provide a service that collects and records the following data when an offender reports to the contracted monitoring service:

- a. Name.
- b. Department of Public Safety and Corrections identification number.
- c. Change of address.
- d. Change in phone number.
- e. Change in employment.
- f. If the offender has had law enforcement contact.
- g. Change in Emergency Contact information.
- h. Status of Special Conditions and Supervision Plans.
- i. Any significant issues that may need to be reported by the offender.
- j. Phone number from where the call originated.

3.12 The Contractor's system shall provide a service that communicates the following data when an offender reports to the contracted monitoring service:

Current Intervention Fee balance.

Next scheduled call.

Special messages left by the supervising officer for the offender.

Next report date with their supervising officer (If applicable).

3.13 The Contractor shall provide data entry of home, employment and emergency contact updates and changes directly into the Department's Offender Management System program within 72 hours of notification. The Contractor shall utilize the Department's system to validate addresses with the U.S. Postal Office at the time of the Department's Offender Management System entry. As needed, the Contractor shall follow-up by phone with the offender to obtain any missing information required to validate the address and complete the Department's Offender Management System entry. Contractor staff may be authorized to on-line access to the Department's Offender Management System for the described data entry purposes.

3.14 The Contractor's system shall provide a solution that allows Department staff to view, via the Contractor's website, Home, Employment, and Emergency Contact information transcribed by the Contractor's staff, as they are updated.

3.15 The Contractor's system shall include a solution in which the Contractor makes outbound calls to offenders in support of special condition verification.

3.16 The Contractor's system shall provide a solution that allows an offender to leave a voice mail message for their officer.

3.17 The Contractor's system shall provide a service that reports exceptions and allows officers to retrieve voice messages or listen to the following changes reported by offenders via the Contractor's website or the toll free number:

- a. Change of address.
- b. Change in phone number.
- c. Change in employment.
- d. If the offender has had law enforcement contact.
- e. Change in Emergency Contact information.
- f. Status of Special Conditions and Supervision Plans.
- g. Any other significant issues that may need to be reported by the offender.
- h. Difference between the offender's phone number of record and the phone number from which the call originated.

3.18 The Contractor's system shall provide a service that archives all voice response records received from offenders until deleted by the officer.

3.19 The Contractor's system shall provide a service that is capable of archiving all data files in a format consistent with the Department's operating system. The records shall be collected for the life of the contract and become the property of the Department at the end of the contract.

3.20 Upon request of the Department, the Contractor shall develop an interface between the Contractor's system and the Department's Intervention Fee System and Debt Collection System. The intent of the interface would be to allow offenders to press a button during a Telephone Reporting session and be able to make a payment. The Contractor shall not charge an additional fee for providing this interface.

#### **4. Case Management Requirements:**

4.1 Specific Requirements that shall be performed by the Contractor's telephone reporting system shall include, at a minimum, the ability to:

- a. Provide a system in which officers can store, edit and retrieve user entered case notes by event type.
- b. Provide a process in which system generated case notes can be created based on exception reporting.
- c. Provide a process in which case notes can be sent electronically to the Department's system for storage. Data shall be sent in an agreed upon format with the Department.

d. Provide a system in which data imported from the Department's Offender Management System and information directly entered into the Contractor's monitoring system can be used to populate form letters and documents such as new enrollment letters, discharge letters, non-compliance letters, etc. Letters and documents will be provided to the Contractor.

4.2 The Contractor's system shall include system-generated letters and documents to include, but not limited to:

a. New Enrollment Letters & Documents:

- 1) Contracted Monitoring Service New Enrollment Letter.
- 2) Contracted Monitoring Service Contract.
- 3) Intervention Fee Payment Instructions.
- 4) Intervention Fee Waiver Request Form.
- 5) Intervention Fee Account Adjustment Request Form.

b. Compliance Letters:

- 1) Discharge Letter.
- 2) Higher Supervision Level Letter.
- 3) Late Call Letter.
- 4) Failure to Report Letter.
- 5) Employment (Late Pay Stub) Letter.
- 6) Failure to Pay Court Ordered Financial Obligations Letter.
- 7) Failure to Perform Community Service Letter.
- 8) General Education Development Letter.
- 9) Outstanding Fee Letter for Lost/Damaged Electronic Monitor.
- 10) Six Month Letter.
- 11) Failure to Register Letter.
- 12) Failure to Attend Treatment Letter.
- 13) Failure to Attend Programming Letter.
- 14) Failure to Pay Child Support Letter.
- 15) Failure to Comply with Substance Abuse Testing Letter.
- 16) Failure to Comply– Custom Letter.

c. Ad Hoc Letters:

- 1) Arrest Letter.
- 2) Change of Information Letter.
- 3) Initial Intake Letter.
- 4) Contact Officer Letter.
- 5) Early Discharge Denial Letter.
- 6) Hunting Permit Letter.
- 7) Report to Officer Letter.
- 8) Free Form Letter.

d. Site Compliance Letters:

- 1) Treatment Site Compliance Letter.
- 2) Ignition Interlock Site Compliance Letter.
- 3) Programming Site Compliance Letter.
- 4) Community Service Site Compliance Letter.
- 5) Offender Status Change Letter.

4.3 The Contractor's system shall allow Department staff to:

- a. Generate letters and documents for one (1) offender or a group of offenders.
- b. Address letters with the offender's address imported from the Department's Offender Management System to the Contractor's system.
- c. Generate letters from a To-Do-List.
- d. Populate letters and documents with specific data imported from the Department's Offender Management System and the Contractor's system.
- e. Preview and print letters and documents.
- f. Customize letters and documents.
- g. Sign letters and documents with an electronic signature.

4.4 The Contractor shall provide a system in which special conditions data imported from the Department's Offender Management System can be managed and tracked. Examples of such data include Court costs, restitution, General Educational Development (GED), registration requirements, programming, community service, etc.

4.5 The Contractor shall provide a system in which issues to be addressed by the officer can be generated.

4.6 The Contractor shall provide a system in which officers can indicate a reason why an offender was removed from the service (i.e., discharge, violation, unemployment, etc.).

4.7 The Contractor shall provide a system that officers can utilize to view an offender's Call History. The Call History shall include the offender's name, the date and time of the call, and the number called from.

4.8 The Contractor shall provide a system in which alerts and immediate action items are listed on a To-Do-List. The To-Do-List shall provide hotlinks to associated lists to include:

- a. A list of new enrollments.
- b. A list of offenders not reporting each month as required.
- c. A list of offenders who have failed to mail income verification to their officer.

- d. A list of offenders who have indicated a change in employment, residency, reported law enforcement contact, emergency contact information, and those who left a voice message.
- e. A list of offenders who have exited from the program.
- f. A list of offenders who called from a phone number that is different from the phone number of record.
- g. A list of offenders who failed to send in payment verification to their officer of financial obligations.
- h. A list of offenders who failed to send verification to their officer of special condition compliance.
- i. A list of offenders who have been in the Initial Assessment Phase for more than ninety (90) days.

4.9 The Contractor shall provide, via the Contractor's system, an online monthly report for statewide activity that allows sorting by Region, District, and Supervising Officer. The report at a minimum shall include:

- a. The number of offenders enrolled in the service each month.
- b. The number of calls received each month.
- c. The number of offenders who have failed to report for each month.
- d. The number of offenders who exited the service each month and the reason why (i.e., discharge, violation, unemployment, etc.).
- e. The number and type of changes initiated by the Contractor to the Department's Offender Management System.
- f. The call completion rate (at the officer, district, region and state level).

4.10 The Contractor shall make all reports, documents and materials outlined in this RFP available to Department representatives immediately upon request for review, inspection and/or audit.

## **5. Technology Requirements:**

5.1 Initial Data Interchange: The Contractor shall provide a solution that accommodates data interchange between the Contractor's system and the Department's system.

- a. Initial Load: Within ninety (90) days after notice of award of the contract, the Contractor shall perform an automated initial load (e.g. via electronic file transfer, etc.) to the Contractor's system of existing program data located on the Department's system.
- b. Daily Update: Within ninety (90) days after notice of award of the contract, the Contractor shall provide an automated solution (e.g. electronic file transfer, etc.) to provide daily updates to the Department's system from the Contractor's system as outlined in **Section 4.8 in this Attachment F**.

5.2 The Contractor shall provide an Internet based application that provides access for Department employees. The system must provide the capability to exchange information and communicate with the Department. While the Department will provide the offender data by an electronic file for the initial transfer of offenders enrolled in the contracted monitoring service, the Contractor shall be responsible for loading the data into the Contractor's system.

5.3 The Contractor shall provide full e-mail capabilities or other on-line, real-time means of communication between the Department and Contractor. The Contractor's system must communicate with any SMTP e-mail system.

5.4 The Contractor's system shall have the capability to allow the Department staff, through the employees' workstations, to enroll any new offenders and to make offender data changes directly through the Contractor's computer using an online interface with the Department's system and database. The changes in offender data in the Department's Offender Management System will be uploaded to the Contractor's computer via an electronic file transfer at night.

5.5 The Contractor's application shall allow Department staff to receive and retrieve all required reports from the Department employees' workstations via internet access.

5.6 The Department will provide a workstation for State employees, internet browser software and connection to the public network (internet).

5.7 The Contractor's application should require no additional software to be installed at Department locations. If such hardware or software is required:

a. The hardware and software must be fully compatible with current and planned workstation, server and network platforms and management processes.

b. The hardware and software must be fully supportable within the Department's current network configuration and management processes (i.e., fully supported using Microsoft System Management Services, no dial-in connectivity, etc.).

c. Any hardware or software required shall require advanced approval by the Department.

d. The Contractor shall be responsible for providing, including acquisition and licensing, and installing any additional hardware and software required. Proof of licenses for all software must be made available to the Department upon request.

e. The installation of any additional hardware and software shall be done under the supervision of Department staff and according to Department policies, practices and specifications. The Department may require the Contractor to pre-test any software or software changes in a lab setting provided by the Contractor, but using software loads provided by the Department.

5.8 The Contractor shall be required to provide, at no additional cost to the Department, all appropriate personnel and personnel time to effect any changes to the hardware and software provided by the Contractor that are needed to maintain the functionality of the application, or that are needed to support maintenance of, or upgrades to, standard Department workstation, server, and network platforms.

5.9 The Contractor shall accommodate system users with special needs.

a. Americans With Disabilities Act (ADA) Requirements - The Contractor shall provide accommodations to comply with Americans With Disabilities Act (ADA) requirements. This includes, but is not limited to, systems that are compatible with Telephone Devices for the Deaf (TDD).

b. The Contractor shall have the capability of providing a system that will provide English and Spanish-speaking offenders the ability to utilize the system.

## **6. Maintenance, Training and Support:**

6.1 The Contractor shall complete training of users for each Probation and Parole District within ninety (90) days of receipt of authorization to proceed from the Department.

6.2 The Contractor shall provide training and support for designated Department personnel regarding updates to the Contractor's system. Training shall be provided within thirty (30) calendar days of implementation of the system or update becoming active at locations mutually agreed to by the Department and the Contractor. This training may take the form of web-site postings, onsite training, web training, on-line training manual, or other form of delivery approved by the Department.

6.3 The Contractor shall provide all necessary maintenance of its system to ensure continued operability, and assist the Department with system problem resolution.

## **7. Optional Services:**

7.1 The Contractor should provide an optional system that will allow letter templates to be generated for offenders not currently assigned to call in (approximately 20,000 offenders).

This service may be used to send letters to offenders who have recently transitioned from the monthly call in requirements or offenders about to transition into the telephone reporting service.

Letters may also be used for offenders who are not a part of the telephone reporting service (i.e., batch letters to offenders who miss a group that may include telephone reporting and non- telephone reporting offenders).

## **8. Personnel Requirements:**

8.1 The Contractor shall understand and agree that any person who has been convicted of a felony or a misdemeanor, or who is currently under the supervision of the Federal, State or county government for any conviction(s), or under supervision of a municipal correctional agency for a conviction of moral turpitude, must be approved in writing by the Department Division Director before providing services under the contract resulting from this RFP.

The Contractor shall be responsible for conducting a criminal history on each prospective employee providing services under the terms of the contract resulting from this RFP, provide this information to the Department upon request, and thereafter conduct a record check each year on the anniversary of each employee's hire date.

8.2 The Contractor must have a procedure in operation which ensures confidentiality of all data and offender identification with limited access to records. The Contractor and each of the Contractor's employees assigned to the contract resulting from this RFP must have a security clearance approved by the Department in order to provide service under the contract. The Contractor shall request and receive the security clearance information from the State Highway Patrol for each of the Contractor's employees assigned to the contract resulting from this RFP. Security clearance for employees will be at the expense of the Contractor.

8.3 By no later than five (5) calendar days after notification of contract award, the Contractor shall provide the Department with the following:

- a. A completed Authorization for Release of Information Form individually signed by the Contractor and each current or anticipated employee who shall be assigned to the contract resulting from this RFP. This form is provided by the Contractor.

- b. For each new or unanticipated employee, the Contractor must provide the Department with a signed Authorization for Release of Information Form prior to the employee providing service.

8.4 The Contractor, Contractor's program administrator, and Contractor's employees shall maintain a close working relationship with the identified Department staff at all times. Collaborative efforts shall consist of, but not be limited to:

- a. Contacting the identified Department staff via telephone, cell phone, or e-mail a minimum of one (1) time per month or as requested by the Department;

- b. Providing and exchanging accurate, up-to-date file material requested by the Department or as determined by Department procedures.

- c. Attending meetings at the Probation and Parole Central Office or District Office upon request by the Department.



## **9. Records/Reporting Requirements for each service provided:**

9.1 The Contractor shall maintain accurate and complete records of each offender's participation in the monitoring services for a minimum of five (5) years following the offender's completion of the services and shall make this information available to the Department upon request.

9.2 The Contractor shall submit outcome data to the Department in a mutually agreed to electronic format on a monthly basis, with the first report due within thirty (30) calendar days of contract award and every thirty (30) calendar days thereafter by the 10<sup>th</sup> of the month. The Contractor's reports shall be readable on screen, printable, and allow for download into an Excel format. The Contractor's reports shall allow for sorting by Region, District and Supervising Officer. Information contained in the monthly report shall include, but not be limited to the following:

- a. Call-in percentage rates by district/region/state
- b. Number of address changes initiated by the contractor to the Department's Offender Management System by district/region/state
- c. Number of total calls completed by district/region/state
- d. Number of incomplete calls by district/region/state

9.3 The Contractor shall accurately complete all required reports identified herein.

## **10. Policies and Procedures:**

Throughout the effective period of the contract resulting from this RFP, the Contractor shall continuously review and update the policies and procedures as deemed necessary to address any changes in the program, Rules and Regulations, and or any other provision related thereto.

The Contractor must obtain the written approval of the DPS&C for any such change to the policies and procedures.

After receipt of the DPS&C's written approval of the change, the Contractor shall perform in accordance with the approved policies and procedures.

## **11. Transition:**

Upon expiration, termination, or cancellation of the contract resulting from this RFP, the Contractor shall assist the DPS&C to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract resulting from this RFP to the successive contractor designated by the DPS&C, if requested in writing. If requested by the DPS&C, the Contractor shall prepare and submit a transition plan to achieve the continuation of services for cases assigned to the Contractor. The Contractor shall prepare and submit a transition plan, for approval by the DPS&C, within fourteen

(14) calendar days of the DPS&C's request. The transition plan must meet the following objectives:

Provide for an orderly and controlled transition to either the DPS&C or any other successive contractor designated by the DPS&C.

Minimize any disruption of services provided to offenders.

Maintain the level of service required by the contract resulting from this RFP.

The Contractor shall provide and/or perform any or all of the following responsibilities:

The Contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract resulting from this RFP to the DPS&C and/or to the DPS&C's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the DPS&C.

The Contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract resulting from this RFP for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract resulting from this RFP.

The DPS&C will discontinue assigning cases, on the date specified by the DPS&C, in order to insure the completion of such service prior to the expiration of the contract resulting from this RFP.

## **ATTACHMENT G: OFFENDER FILE**

Louisiana DOC will generate a text file with the following information and specifications:

Field	Position	Length	Description	Comments
DOC Number	1	8	DOC (Inmate) Number	Right justified with zeros
Last Name	10	17	Inmate Last Name	
First Name	28	15	Inmate First Name	
Address	44	60	Mailing Address	
State	105	2	Mailing State	
Zip Code	108	5	Mailing Zip	
Phone 1	114	10		
Phone 2	125	10		
Agent Name	136	25	DOC Agent ID	
Supervision Type	162	35	Type of Supervision	
Date of Birth	198	8	Date of Birth	YYYYMMDD Format
City	207	18		
Jurd Loc	226	4	Jurisdiction Location	
Phys Loc	231	4	Physical Location	
Physical Address	236	60		
Physical State	297	2		
Physical Zip	300	5		
Physical City	306	18		

A static file name will be used.

The Contractor will pull the text file from Louisiana's SFTP server using the "Out" directory. Louisiana DOC will maintain archive files in the event a re-transmission of the file is required.

The file will be available Monday through Friday at 23:00 C.S.T. including State holidays.

## **ATTACHMENT H: ACCOUNT FILE**

Louisiana DOC will generate a text file with the following information and specifications:

Field	Length	Description	Comments
DOC Number	8	DOC (Offender) Number	Right justified with leading zeros
Start Date	8	1 <sup>st</sup> date payment due	YYYYMMDD format
Monthly Amount	10	Monthly Payment Amount	Explicit decimal
Maximum	10	Maximum Payment Amount allowed	Explicit decimal
Account Type	2	Account type code	2 digit numeric code
Account Number	4	Offender's Account #	4 digit code
Name	30	Payee Name	
Address	25	Payee Address	
City	18	Payee City	
State	2	Payee State	
Zip	9	Payee Zip Code	
Attention	30	Payee Attention	

A static file name will be used.

The Contractor will pull the text file from Louisiana's SFTP server using the "Out" directory. Louisiana DOC will maintain archive files in the event a re-transmission of the file is required.

The file will be available Monday through Friday at 23:00 C.S.T. including State holidays.

## **ATTACHMENT I: WAIVER FILE**

Field	Length	Description	Comments
DOC Number	8	DOC (Inmate) Number	Right justified with leading zeros
Account Type	2	Type of account	2 digit numeric code
Account Number	4	Offender's account #	4 digit code
Waiver Amount	10	Waiver amount	Explicit decimal
Waiver Date	8	Date of Waiver	YYYYMMDD format

A static file name will be used.

The Contractor will pull the text file from Louisiana's SFTP server using the "Out" directory. Louisiana DOC will maintain archive files in the event a re-transmission of the file is required.

The file will be available every Monday at 23:00 C.S.T. including State holidays.

## **ATTACHMENT J: PAYMENT FILE**

The Contractor will provide a payment text file with the following information and specifications. The Payment file will contain information on the previous day's payments. It will be the responsibility of the Contractor to maintain an archive of these files in the event a re-transmit of the file is required.

<b>Field</b>	<b>Length</b>	<b>Position</b>	<b>Data Type</b>	<b>Justified</b>	<b>Description</b>
DOC Number	6	01:06	Numeric	L	Inmate Number
Last Name	17	07:23	Alpha	L	Inmate Last Name
First Name	15	24:38	Alpha	L	Inmate First Name
Account Number	4	39:42	Numeric	L	Account Number
Account Type	2	43:44	Numeric	L	Account Type
Payment Date	6	45:47	Numeric		Transaction Date YYMMDD
Payment Amount	10	48:58	Numeric	R	Amount paid, explicit detail, zero filled
<b>Trailer</b> (placed at the end of each posting file)					
Record Type	1	01:01	Alpha		Hardcoded "T: for trailer record
Transmission Date	6	02:07	Numeric		YYMMDD date the file was created
Total Number of Payments	6	02:07	Numeric	R	Total number of detail records, zero filled
Total Dollar Amount	6	14:23	Numeric	R	Total dollar amount of all detail records, zero filled

## **ATTACHMENT K: TRAILER RECORD**

In the event there are no transactions, a Trailer record shall be transmitted.

<b>Trailer</b>					
Record Type	1	01:01	Alpha		Hard coded "T: for trailer record
Transmission Date	6	02:07	Numeric		YYMMDD date the file was created
Total Number of Payments	6	02:07	Numeric	R	Zero Filled
Total Dollar Amount	6	14:23	Numeric	R	Zero Filled
Filler	39	24:62			Blank Filled

## **ATTACHMENT L: DOCKET FILE**

Louisiana DOC will generate a text file with the following information and specifications:

Field	Length	Description	Comments
DOC Number	8	DOC (Offender) Number	Right justifies with leading zeros
Court Code	3	Court of Conviction	
Docket Number	10	Case number designated by Court	
Sequence Number	3		
Sentence Date	8	Date sentenced by Court	YYMMDD
Supervision Start Date	8	First day of supervision	YYMMDD
Supervision Type	1	Type of supervision per Docket	
Compliance Date	8	Date of possible early completion	YYMMDD
Probation Expiration Date	8	Date of scheduled completion of all dockets	YYMMDD
Docket Expiration Date	8	Date Docket is scheduled to be completed	YYMMDD

A static file name will be used.

The Contractor will pull the text file from Louisiana's SFTP server using the "Out" directory. Louisiana DOC will maintain archive files in the event a re-transmission of the file is required.

The file will be available Monday through Friday at 23:00 C.S.T. including State holidays.



## **ATTACHMENT M: CONFIDENTIALITY AGREEMENT**

### *State of Louisiana Confidentiality Agreement*

*I, \_\_\_\_\_ understand that I shall maintain as confidential any and all State of Louisiana matters that I may come across in dealing with offenders, officers, confidential business or technological information of the State of Louisiana to anyone outside of the State of Louisiana except as authorized by the State of Louisiana. I shall not disclose confidential information regarding offenders, officers, State of Louisiana employees to other offenders, officers or State of Louisiana employees or third parties unless disclosure is necessary to carry out my duties as required by the state of Louisiana as they relate to my employment by the Contractor providing Interactive Voice Response services for offenders under the supervision of the State of Louisiana, provided that the disclosure would not be contrary to federal, state and/or local law.*

*Signature* \_\_\_\_\_

*Date* \_\_\_\_\_